UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MAJESTIC DRUG CO., INC.,	:	Civ. No.: 1:07-CV-05474 LAP
Plaintiff,	:	**NOTICE OF MAJESTIC DRUG CO.'S MOTION FOR PRELIMINARY INJUNCTION**
v.	:	
DENTEK ORAL CARE, INC.,	:	
Defendant.	:	

PLEASE TAKE NOTICE that, upon the memorandum of law, the declarations and the supporting papers submitted herewith, Plaintiff Majestic Drug Co., Inc. by and through its attorneys, Thelen Reid Brown Raysman & Steiner LLP, will move this Court, before the Honorable Loretta A. Preska, at the United States District Courthouse, 500 Pearl Street, Courtroom 12A, New York, New York 10007, at such date and time as the Court shall determine, for an order pursuant to Fed.R.Civ.P. 65 for a Preliminary Injunction.

PLEASE TAKE FURTHER NOTICE that, pursuant to Local Civil Rule 6.1(b) of the United States District Court for the Southern District of New York, opposition papers, if any, shall be served on the undersigned within ten business days after service of the moving papers, and any reply papers shall be served within five business days after service of the answering papers.

Dated: New York, New York

June 25, 2007

THELEN REID BROWN RAYSMAN & STEINER LLP

By Michael G Shannon

Michael G. Shannon
Attorneys for Plaintiff
Majestic Drug Co.
THELEN REID BROWN RAYSMAN &
STEINER LLP
875 Third Avenue, 10th Floor
New York, NY 10022-6225
Tel. 212.603.2000
Fax 212.603.2001

Larry Fishman Dec.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MAJESTIC DRUG CO., INC.,	:	Civ. No.: 1:07-CV-05474 LAP
Plaintiff,	:	
v.	:	**DECLARATION OF LARRY FISHMAN IN SUPPORT OF MAJESTIC DRUG CO., INC.'S MOTION FOR PRELIMINARY INJUNCTION**
DENTEK ORAL CARE, INC.,	:	
Defendant.	:	

I, Larry Fishman, declare as follows:

1. I am the president of Majestic Drug Co., Inc. ("Majestic"), and I am and have been personally involved in Majestic's daily business for over 30 years and have personal knowledge of the sales, marketing and merchandising of its products.

2. I make this Declaration in support of Majestic's Motion for Preliminary Injunction. Except as otherwise stated, I have personal knowledge of the facts set forth herein, and if called upon to do so, I could and would testify competently thereto based on such personal knowledge.

3. Majestic is a wholesaler and distributor of pharmaceutical products and necessities.

4. In particular, Majestic markets, sells and distributes over-the-counter dental products branded as Dentemp® O.S., a temporary dental cement, and Refilit®, a lost filling replacement.

5. These products are sold and distributed to drugstores and supermarkets throughout the United States to be sold to the consumers.

6. DenTek Oral Care, Inc. ("DenTek") is competing against Majestic by selling and distributing competing products in the same market to be sold to the same consumers.

7. In nearly all the drugstores or supermarkets where both companies' products are on display to be sold to the consumers, these products are grouped together generally next to each other or in close proximity.

8. I recently discovered that DenTek has redesigned and/or modified the packages for its competing products.

9. The DenTek package for its "Lost Filling, Loose Crown Repair" now prominently displays the claim: "3x STRONGER vs Dentemp O.S." A true and correct copy of the picture of this DenTek package is attached hereto as Exhibit 1.

10. The Dentek package for its "Lost Filling Repair, Maximum Hold" now prominently displays the claim: "3x STRONGER vs Refilit." A true and correct copy of the picture of this DenTek package is attached hereto as Exhibit 2.

11. In order to evaluate DenTek's claims, I engaged the service of Chemir Analytical Services to do the comparative testing on our and Dentek's above mentioned products.

12. The test results show that DenTek's claims on its packages are false. In fact, in two of the tests, DenTek's products are approximately 3 times weaker than Majestic's comparable products.

13. As these over-the-counter products are used by the consumers only on a temporary or emergency basis, the consumers typically do not know much about them.

14. The consumers usually base their in-store buying decisions on reading the information listed on the packages to evaluate which product is the best and/or strongest.

15. The false claims that DenTek's products are "3x STRONGER" than Majestic's products, in my opinion and based on my more than 30 years of experience, are likely to and do

influence consumers' purchasing decisions and continue to disparage the comparative quality of Majestic's products.

16. The damage to Majestic is immeasurable.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 22 day of June, 2007, at South Fallsburg, New York.

Larry Fishman

EXHIBIT 1


3x STRONGER vs Dentemp O.S.


DenTek
Lost Filling
Loose Crown
Repair
3x STRONGER vs Dentemp O.S.
3 Doses
Clinically Proven
• Instant Pain Relief • Open and Apply
Multi-Purpose Formula
total net wt. 2.0 g
Before Seal
Before Seal


LOT 09-06
0 47701 00126 4
CAUTION: This is a temporary remedy meant to secure your dental restoration until you have a chance to visit your dentist. To avoid infection and/or serious injury, this product should not be used if there is throbbing pain, ulceration or swelling in the affected area. If these symptoms exist, consult your dentist immediately. This product should not be placed on open wounds. READ ALL OF THE DIRECTIONS CAREFULLY BEFORE USE! Wash and dry your hands. KEEP OUT OF REACH OF CHILDREN.
Use a cotton swab or toothbrush to remove any excess material. Material will begin to set and harden after 2 minutes. Avoid chewing on the repair for at least 1 hour.
Ingredients: Zinc Oxide Powder, Calcium Sulphate, Petroleum Jelly, Potassium alum, Paraffin, Aluminum Sulphate, Aluminum Phosphate, Menthol Crystals, Eugenol, Yellow iron oxide
For Crowns: Before starting make sure that crown will still fit securely on tooth surface. Otherwise, do not proceed. If the crown has a post or if there is tooth structure remaining inside the crown, cement may not adhere.
LOST FILLING DIRECTIONS
Rinse tooth and cavity area with warm water.
OPEN Open foil packet.
APPLY Use the applicator to firmly pack material into cavity. Chew or grind to form a comfortable bite.
LOOSE CROWN DIRECTIONS
Rinse tooth and cavity area with warm water.
OPEN Open foil packet.
APPLY Use the applicator to apply a thin layer of material onto crown.
REPLACE Place crown onto tooth and gently bite down to push into position.
Questions? Comments?
800-4DENTEK (433-6835)
www.usdentek.com
Dist. By: DenTek® Oral Care, Inc. Maryville, TN 37801
©2006 DenTek® Oral Care, Inc.
1106-000126KW.FCRD Made in Italy Packaged in Vietnam
Before Seal
Before Seal

EXHIBIT 2

DenTek®

Maximum Hold
Lost Filling
Repair

DenTek

DenTek

DenTek

3x STRONGER vs Refilit

3 Doses

Clinically Proven
• Instant Pain Relief • Open and Apply

10x Longer Lasting
total net wt. 2.0 g

Safety Seal

Safety Seal

LOT 623101

0 47701 00123 3

CAUTION: This is a *temporary remedy* meant to secure your dental restoration until you have a chance to visit your dentist. To avoid infection and/or serious injury, this product should not be used if there is throbbing pain, ulceration or swelling in the affected area. If these symptoms exist, consult your dentist immediately. This product should not be placed on open wounds. READ ALL OF THE DIRECTIONS CAREFULLY BEFORE USE! Wash and dry your hands. KEEP OUT OF REACH OF CHILDREN.

Use a cotton swab or toothbrush to remove any excess material. Material will begin to set and harden after 2 minutes. Avoid chewing on the repair for at least 1 hour.

Ingredients: Zinc Oxide B.P., Calcium Sulphate, Synthetic Plasticizer, Potassium Sulphate, Glass Ionomer

LOST FILLING DIRECTIONS

Rinse tooth and cavity area with warm water.

OPEN Open foil packet.

APPLY Use the applicator to firmly pack material into cavity. Chew or grind to form a comfortable bite.

Questions? Comments?
800-4DENTEK (433-6835) www.usdentek.com

Dist. By: DenTek® Oral Care, Inc. Maryville, TN 37801
 1106-000123KW.FCRD Made in USA. Packaged in Vietnam

Safety Seal

Safety Seal

Eric Uffman Dec.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MAJESTIC DRUG CO., INC.,	:	Civ. No.: 1:07-CV-05474 LAP
Plaintiff,	:	
v.	:	**DECLARATION OF ERIC UFFMAN, PH.D. IN SUPPORT OF MAJESTIC DRUG CO., INC.'S MOTION FOR PRELIMINARY INJUNCTION**
DENTEK ORAL CARE, INC.,	:	
Defendant.	:	

I, Dr. Eric Uffman, declare as follows:

1. I am Project Leader of Customized Services at Chemir Analytical Services. I declare to the following facts on personal knowledge, except where otherwise indicated.

2. I have a Ph.D. in Organic Chemistry from Washington University in St. Louis, an A.M. in Organic Chemistry from Washington University in St. Louis, and a B.S. in Chemistry and Mathematics from Missouri Baptist College. Attached as Exhibit A is a true and correct copy of my CV.

3. We were hired by Plaintiff Majestic Drug Co., Inc. ("Majestic") to investigate whether Defendant DenTek Oral Care, Inc. ("DenTek")'s "Lost Filling, Loose Crown Repair" and "Lost Filling Repair, Maximum Hold" are "3x STRONGER vs" Majestic's Dentemp® O.S. and Refilit®, respectively.

4. Within the context of how strong the temporary dental cement and lost filling replacement are, three qualities of strength were measured: the adhesive strength, the compressive strength and the solubility/disintegration.

5. The adhesive strength indicates the strength of adhesive property of the temporary dental cement used in loose crown repair (the higher the number, the stronger the product is).

6. With regard to the temporary dental filling replacement, the adhesive strength is not particularly helpful because the filling replacement are packed into the empty space within the tooth, not bonded to it. Therefore, the adhesive strengths of DenTek's "Lost Filling Repair, Maximum Hold" and Majestic's Refilit® would not be measured.

7. On the other hand, the compressive strength measures the maximum compressive force the temporary dental cement or the lost filling replacement is capable of sustaining (the higher the number, the stronger the product is).

8. In addition, the solubility/disintegration measures the percentage weight loss of the temporary dental cement or the lost filling replacement by disintegration/dissolution within a set period of time (the smaller the percentage, the less amount of material is dissolved within that period and thus, the material is perceived to be stronger).

9. Attached hereto as Exhibit B is a true and correct copy of the Report of the "Comparison Analysis of Dental Cements Properties."

10. Page 1 of the Report (Exhibit B) lists the samples used in conducting the comparative analysis. Prior to testing, these samples were in their respective sealed packages.

11. The methodology used to measure the adhesive strength is described on page 3 and the result summary is listed on CHART 3 of the Report (Exhibit B).

12. The methodology used to measure the compressive strength is described on page 2 and the result summary is listed on CHART 1 of the Report (Exhibit B).

13. The methodology used to measure the solubility/disintegration is described on page 3 and the result summary is listed on CHART 2 of the Report (Exhibit B).

14. The results of all the comparative tests are listed on page 2 of the Report (Exhibit B).

15. Based on the results, NONE of DenTek's products as tested was "3x STRONGER vs" Majestic's products.

16. In term of adhesive strength, DenTek's "Lost Filling, Loose Crown Repair" is actually "3x" WEAKER than Majestic's Dentemp® O.S.

17. In term of compressive strength, DenTek's comparable products are also "3x" WEAKER than Majestic's products.

18. In term of solubility/disintegration, the results of DenTek's "Lost Filling, Loose Crown Repair" vs Dentemp® O.S. are 5.3% vs. 12.4%, respectively, and of DenTek's "Lost Filling Repair, Maximum Hold" vs Refilit® are 8.6% vs. 9.7%, respectively. These results show that DenTek's comparable products are NOT "3x STRONGER vs" Majestic's products with respect to solubity/disintegration.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 25th day of June, 2007, at Maryland Heights, Missouri.

E. W Uffman June 25, 2007
Eric Uffman, Ph.D.

EXHIBIT A

2672 Metro Blvd. W: (314) 291-6620
Maryland Heights, MO 63043
euffman@chemir.com

Eric W. Uffman, Ph.D.

Education

Postdoctoral Research, Washington University in St. Louis
Research with Prof. Vladimir Birman

Ph.D. Organic Chemistry, Washington University in St. Louis
Research with Prof. Scott R. Gilbertson

M.A. Organic Chemistry, Washington University in St. Louis
Research with Prof. Scott R. Gilbertson

B.S. Chemistry and Mathematics, Missouri Baptist College
Summa Cum Laude

Experience

March 2005-present **Project Leader-Customized Services**
Chemir Analytical Services
Responsibilities include:
- Develop methods for project work
- Establish and manage the timing of large scope projects
- Plan, design, execute and report projects both independently and through others to the customer

December 2003-March 2005 **Postdoctoral Research Associate**
Washington University, St. Louis, Missouri
- Development of a new class of enantioselective acylation catalysts that have been used in the kinetic resolution of racemic secondary alcohols with high selectivities
- Extension of this chemistry to include kinetic resolutions of racemic oxazolidinones via acylation of the nitrogen
- Use of this kinetic resolution in the synthesis of a natural product, cytoxazone

1999–2003 **Graduate Research Assistant**
Washington University, St. Louis, Missouri
- Development of peptide-based ligand systems to be used in various transition metal-catalyzed reactions, including π-allyl addition reactions and *meso*-diol desymmetrization reactions
- Development of cyclodextrin-based ligand systems to catalyze substrate-selective hydrogenation reactions
- Synthesis of many small molecules to be used as substrates in catalytic reactions
- Synthesis of unnatural amino acids and other building blocks for diverse ligand systems

1998 **Chemistry Intern**
Monsanto Company, Creve Coeur, Missouri
Supervisor: Dr. Ashton Hamme
- Synthesized several derivatives of a lead compound that showed an ability to lower levels of LDL cholesterol

1997 **SURF-REU Summer Research Assistant**
University of Oklahoma, Norman, Oklahoma
Advisor: Prof. Daniel Glatzhofer
- Worked on synthesis and characterization of a novel sulfoxide-containing polymer

Skills

- Experience in the development of a new class of enantioselective acylation catalysts and extension of this work to oxazolidinones
- Extensive experience in peptide synthesis including the construction of β-turn peptides (both Fmoc and Boc protocols) to be used as ligands in asymmetric organometallic catalysis
- Thorough knowledge and proficiency in modern spectroscopic methods and chromatographic techniques (NMR, IR, MS, GC, both preparative and analytical HPLC)
- Experience with organometallic complexes: handling air- and moisture-sensitive compounds
- Experience in training new graduate students and mentoring them on their work

Invited Seminars, Publications, & Awards

- "Kinetic Resolution of 2-Oxazolidinones via Catalytic, Enantioselective N-Acylation." Birman, V.B.; Jiang, H.; Li, X.; Guo, L.; Uffman, E.W. *J. Am. Chem. Soc.* **2006**, *128,* 6536.
- "Influence of Electronic and Steric Factors on 2,3-dihydroimidazo[1,2-*a*]pyridine-based Enantioselective Acylation Catalysts." Birman, V.B.; Li, X.; Jiang, H.; Uffman, E.W. *Tetrahedron* **2006**, *62,* 285.
- Invited Seminar: "Development of a New Class of Enantioselective Acylation Catalysts for Kinetic Resolutions." Presented to the St. Louis Organic Discussion Group (SOC) of the ACS, May 19, 2004.
- "2,3-Dihydroimidazo[1,2-a]pyridines: A New Class of Enantioselective Acyl Transfer Catalysts and their Use in Kinetic Resolution of Alcohols." Birman, V.B.; Uffman, E.W.; Kilbane, C.J.; Li, X; Jiang, H. *J. Am. Chem. Soc.* **2004**, *126,* 12226.
- "Parallel Approach to Selective Catalysts for Palladium-Catalyzed Desymmetrization of 2,4-Cyclopentendiol." Agarkov, A.; Uffman, E.W.; Gilbertson, S.R. *Org. Let.* **2003**, *5,* 2091.
- Uffman, E.W.; Gilbertson, S.R. *Chemtracts* **2002**, *15*, 606.
- Departmental Award for Teaching Excellence, Washington University, Department of Chemistry, 2000
- Outstanding Chemistry Graduate, Missouri Baptist College, 1998

EXHIBIT B

CHEMIR

Analytical Services

Prepared for:

Mr. Larry Fishman
Majestic Drug Company

Chemir Analytical Job # 65206

Wednesday, June 13, 2007

Chemir Analytical Services

ANALYSIS REPORT

Prepared for:

Mr. Larry Fishman
Majestic Drug Company

Chemir Analytical Job # 65206

Wednesday, June 13, 2007

CHEMIR

Analytical Services

13 June 2007

Mr. Larry Fishman
President
Majestic Drug Company
P.O. Box 490
4996 Main Street
South Fallsburg, NY 12779

Re: Comparative Testing of Different Dental Cements
P.O. #: LF-4/12/07
Chemir Analytical Job #: 65206

Dear Mr. Fishman:

Per your request, we have completed the comparative analysis of the dental cements. The results are summarized below.

SAMPLE LOG-IN

The samples were logged as follows:

SAMPLE DESCRIPTION	CHEMIR ANALYTICAL SAMPLE NUMBER
Dentemp O.S. D-085 06199 Received 6 each	570849
Refilit D-088 07019 Received 6 each	570850
DenTek Lost Filling Loose Crown Repair 3 Doses Lot-09-06 Received 3 each	570851
DenTek Maximum Hold Lost Filling Repair 3 Doses Lot-621301 Received 3 each	570852
Ceramic Bars(2 bars)	571026

PROJECT OBJECTIVE

The objective of this project was to compare the dental cements by measuring the compressive strength, solubility/disintegration, and adhesive strength.

ANALYSIS CONCLUSIONS

The following conclusions were drawn from the analytical results:

SAMPLE DESCRIPTION (CHEMIR #)	COMPRESSIVE STRENGTH (MPA)	DISINTEGRATION (% MASS LOSS)	ADHESIVE STRENGTH (MPA)
Dentemp O.S. D-085, 06199, Received 6 each (#570849)	7.0	12.4%	0.24
Refilit D-088, 07019, Received 6 each (#570850)	7.2	9.7%	N/A
DenTek Lost Filling Loose Crown, Repair, 3 Doses, Lot-09-06, Received 3 each (#570851)	1.6	5.3%	0.07
DenTek Maximum Hold Lost, Filling Repair, 3 Doses, Lot-621301, Received 3 each (#570852)	1.2	8.6%	N/A

The data shows that the Dentek products are not three times stronger then the Dentemp products.

ANALYSIS RESULTS/DISCUSSION

Determination of Compressive Strength

A modified version of "Dentistry – Zinc oxide/eugenol and zinc oxide/non-eugenol cements: Determination of Compressive Strength" (ISO 3107-6.3) was used in the measurement of the compressive strength.

Preparation of Specimens

The barrels of 1 milliliter plastic syringes (National Scientific Company PN S7501-1) were cut at the 0.1 mL increment and the pistons were cut to allow for a flat surface. The internal diameter was approximately 4.2 millimeters. The specimens of each sample was formed into a ball between fingers and applied to the barrel of the syringe. The piston was gently pressed to release the specimens and the specimens retained their cylindrical solid shape while adhering to the piston.

The septa of 40 milliliter vials (ICHEM) were cut to form a seal around the barrel of the syringes described above. The specimens were suspended in water within the vial and held at 37°C for one hour. The specimens were then freed from the pistons and stored under water for an additional 23 hours at 37°C.

Measurement of Compressive Strength

An Instron Model 1122 instrument was used in measuring the compressive force required to crush the cylindrical solid specimens. Platens constructed of aluminum with a 1" by 1" surface were used for mounting the specimens into the instrument. The specimens were blotted dry using a laboratory wipe prior to analysis. The following instrument conditions were used:

- Load Cell: 1000 lbs
- Crosshead Speed: 1 mm/min

The results summary and corresponding stress curves are presented in CHART 1.

Determination of Disintegration

A modified version of "Dentistry – Zinc oxide/eugenol and zinc oxide/non-eugenol cements: Determination of Disintegration" (ISO 3107-6.5) was used in the measurement of the disintegration.

Preparation of Specimens and Measurement

The barrels of 20 milliliter plastic syringes (NORM-JECT, Henke Sass Wolf) were cut at the 5 mL increment. The internal diameter was approximately 20 millimeters. The specimens of each sample applied to the barrel of the syringe. The piston was gently pressed to release the specimens and the specimens retained their cylindrical disc shape while adhering to the piston.

The syringes with the specimens were placed in 250 milliliter jars (ICHEM) filled with water and stored at 37°C for 24 hours. The specimens were blotted dry using a laboratory wipe and stored in beakers within a dessicator. The weight loss data are presented in CHART 2. A six day storage in the dessicator was required to dry the specimens to constant weight.

Determination of Adhesive Strength

An in-house method was used in measuring the adhesive properties of the dental cements used in loose crown repair.

Preparation of Substrates and Specimens

Two cylindrical solid ceramic bars with diameters of approximately 4.2 millimeters were constructed at Lemen Dental Labs. The surface was flatted using a sanding wheel.

A specimen of the samples analyzed was balled between fingers and squeezed between the two ceramic bars. Excess material was gently removed and the bars were suspended in water for one hour at approximately 22°C. After one hour, the specimen was removed from the water and gently blotted dry using a laboratory wipe. The specimens were mounted into the instrument using clips and wire because of the fragile nature of the adhesion.

Measurement of Adhesive Strength

An Instron Model 5542 instrument was used in measuring the force required to break the adhesion between the ceramic bars. The following instrument conditions were used:

- Load Cell: 5 N
- Crosshead Speed: 0.5 mm/min

The results summary and corresponding stress curves are presented in CHART 3.

INSTRUMENTATION

SCIENTIFIC INSTRUMENT	MANUFACTURER/MODEL	PURPOSE
Universal Testing Machine	Instron / 1122	Determines Physical Properties of Polymers
Universal Testing Machine	Instron / 5542	Determines Physical Properties of Polymers

CHARTS

Enclosed please find the following CHARTS generated during the analysis.

ENCLOSURE	DESCRIPTION
CHART 1	Results summary and corresponding stress curves for the determination of the compressive strength.
CHART 2	Results summary for the determination of disintegration.
CHART 3	Results summary and corresponding stress curves for the determination of the adhesive strength.

Sincerely,
Chemir Analytical Services

Eric Uffman, Ph.D.
Project Leader – Customized Services

for CJA 6/14/2007
Christopher Andren, B.S.
Director – Technical Services

John J. Herries, Ph.D.
Senior Director – Analytical Services

Shri Thanedar, Ph.D. FOR Shri Thanedar
Chief Scientist

Project Analyst: Aaron Cassely, M.S.
Scientist

EU:rmh/MajesticDrug0507.doc

Enclosures

Results Summary
Compressive Strength
Chemir #570849, #570850, #570851, and #570852

"Dentemp O.S. D-085; 06199; Received 6 each" (Chemir #570849)

Specimen	Diameter	Length	Compression Force (N)	Compressive Strength (MPa)	Ave. Compressive Strength
570849.1	4.73	5.83	137.2	7.81	
570849.2	4.67	6.35	109.0	6.36	
570849.3	4.77	7.07	106.9	5.98	
570849.4	4.68	6.65	127.3	7.40	
570849.5	4.67	7.04	126.0	7.36	7.0

"Refilit D-088; 07019; Received 6 each" (Chemir #570850)

Specimen	Diameter	Length	Compression Force (N)	Compressive Strength (MPa)	Ave. Compressive Strength
570850.1	4.57	5.63	85.1	5.19	
570850.2	4.57	6.02	88.1	5.37	
570850.3	4.64	5.77	96.0	5.68	
570850.4	4.47	6.50	132.8	8.46	
570850.5	4.70	7.05	133.8	7.71	
570850.6	4.77	7.12	152.1	8.51	
570850.7	4.76	7.40	136.4	7.66	
570850.8	4.82	6.38	111.5	6.11	
570850.9	4.72	6.91	175.6	10.04	7.2

"DenTek Lost Filling Loose Crown Repair; 3 Doses; Lot-09-06; Received 3 each" (Chemir #570851)

Specimen	Diameter	Length	Compression Force (N)	Compressive Strength (MPa)	Ave. Compressive Strength
570851.1	5.18	6.30	36.5	1.73	
570851.2	5.05	7.68	33.6	1.68	
570851.3	5.07	7.29	24.9	1.23	
570851.4	5.05	7.19	40.2	2.01	
570851.5	5.12	6.04	30.1	1.46	1.6

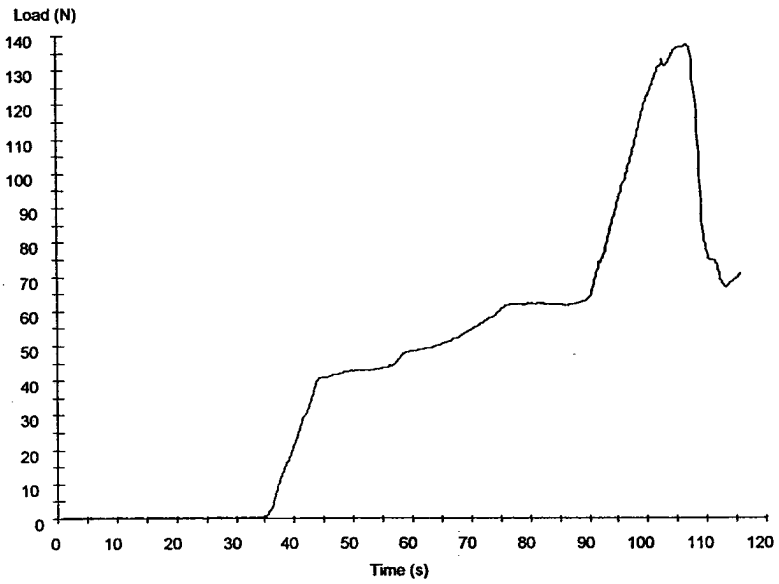
"DenTek Maximum Hold Lost Filling Repair; 3 Doses; Lot-621301; Received 3 each" (Chemir #570852)

Specimen	Diameter	Length	Compression Force (N)	Compressive Strength (MPa)	Ave. Compressive Strength
570852.1	4.95	6.55	23.8	1.24	
570852.2	5.13	6.61	20.8	1.01	
570852.3	5.02	7.61	21.9	1.10	
570852.4	5.05	6.16	23.7	1.18	
570852.5	5.14	6.76	31.3	1.51	1.2

CHART 1

Majestic Drug Company
Chemir Job #65206
05/09/07 AC

Sample ID: 570849-1.mss
Specimen Number: 1



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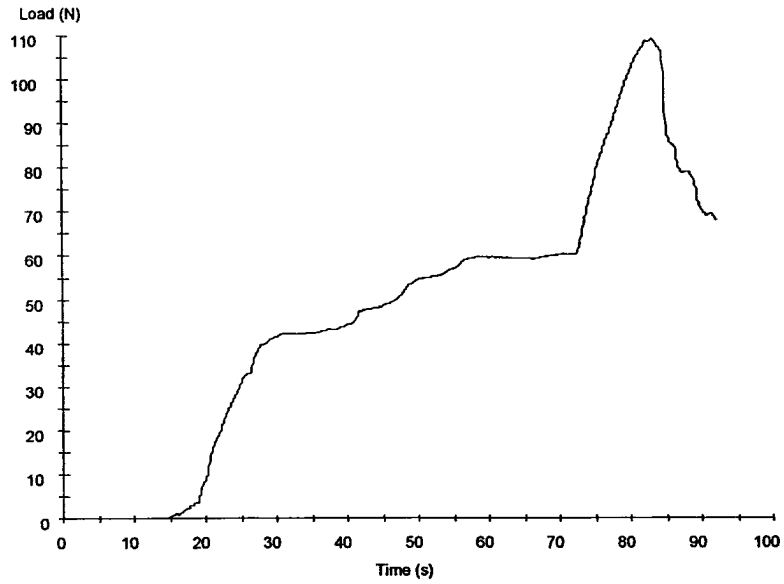
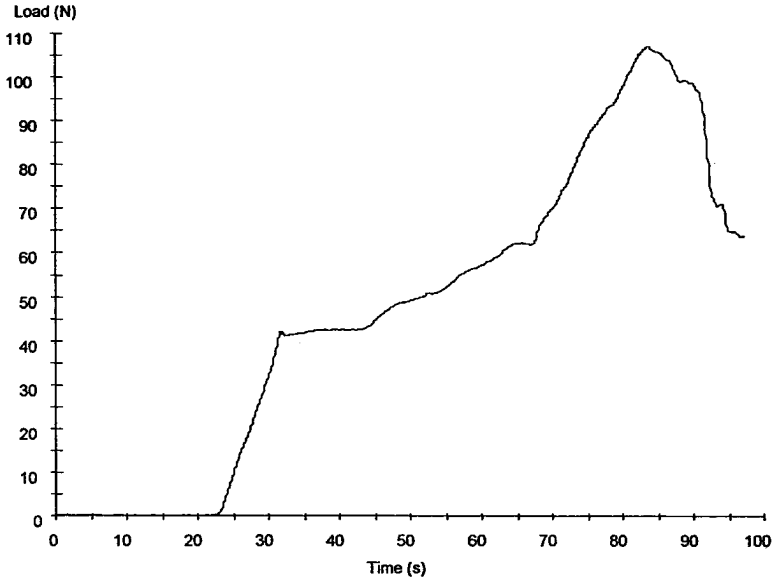
Sample ID: 570849-2.mss
Specimen Number: 1



[1]

Sample ID: 570849-3.mss
Specimen Number: 1



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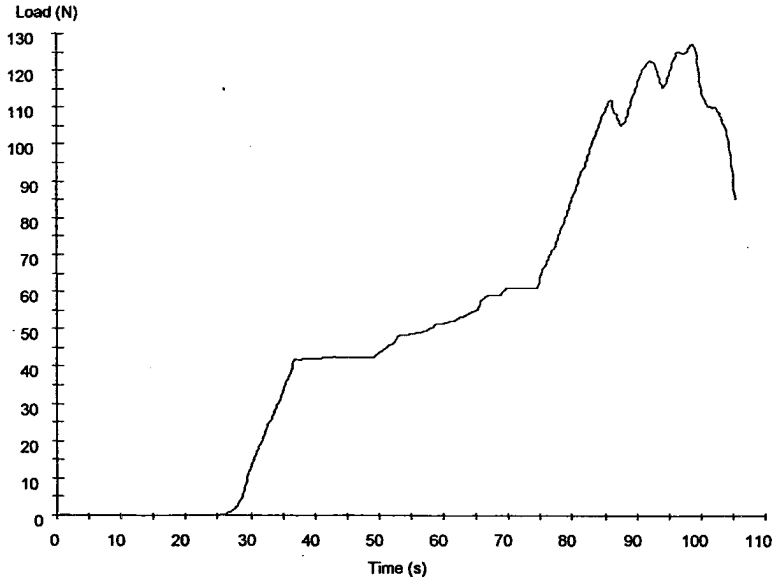
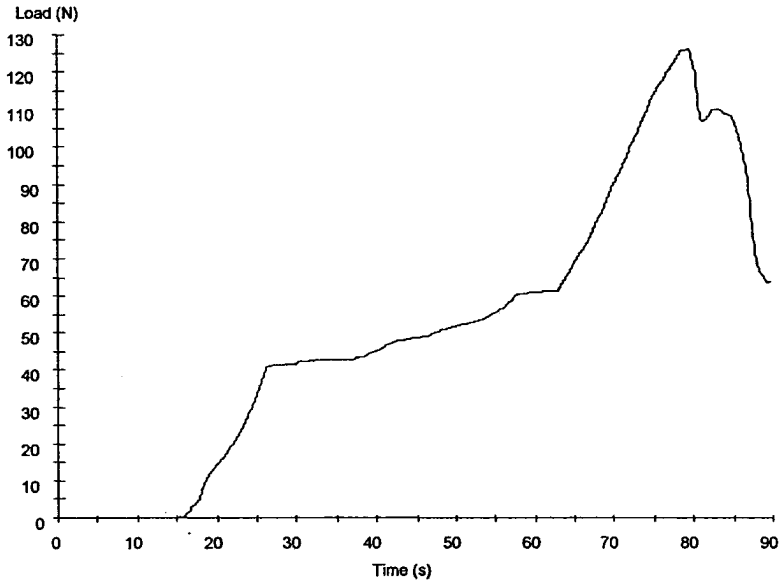
Sample ID: 570849-4.mss
Specimen Number: 1



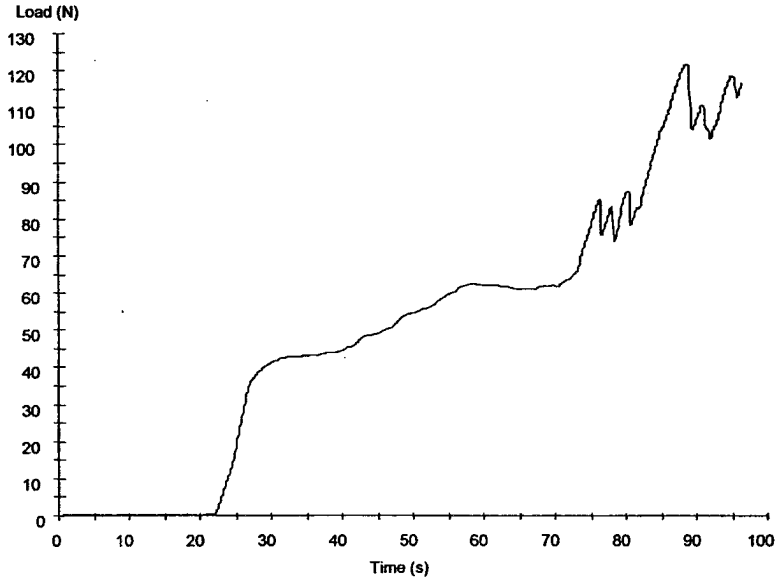
[1]

Sample ID: 570849-5.mss
Specimen Number: 1



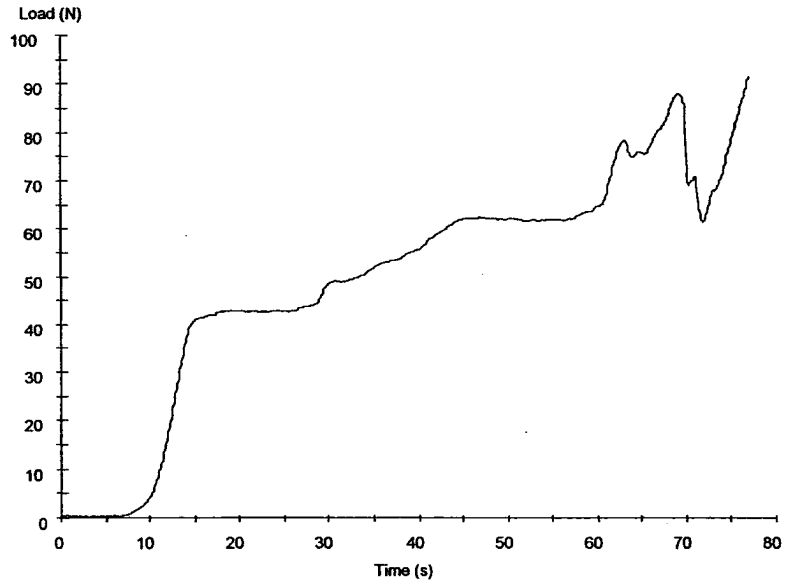
[1]

Sample ID: 570850-1.mss
Specimen Number: 1



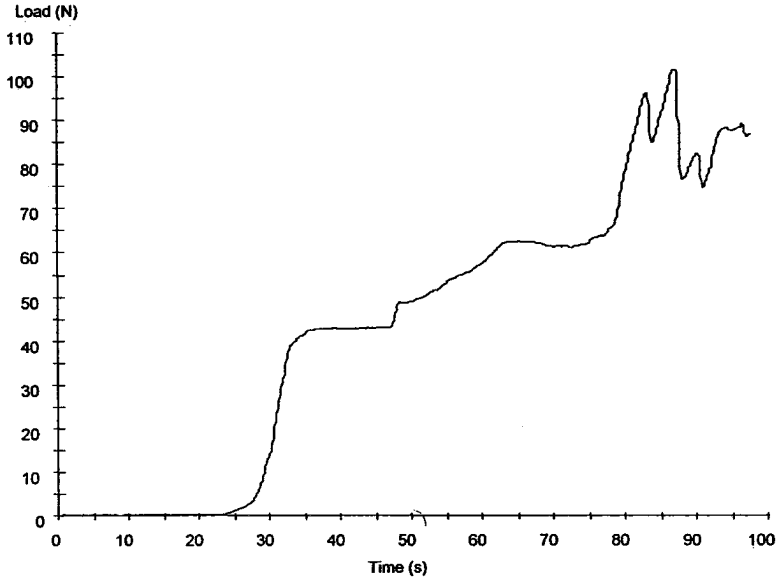
[1]

Sample ID: 570850-2.mss
Specimen Number: 1



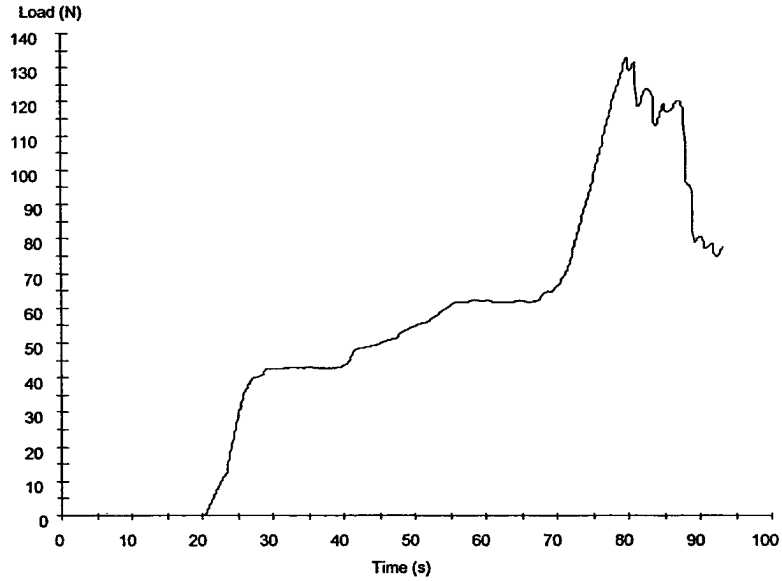
[1]

Sample ID: 570850-3.mss
Specimen Number: 1



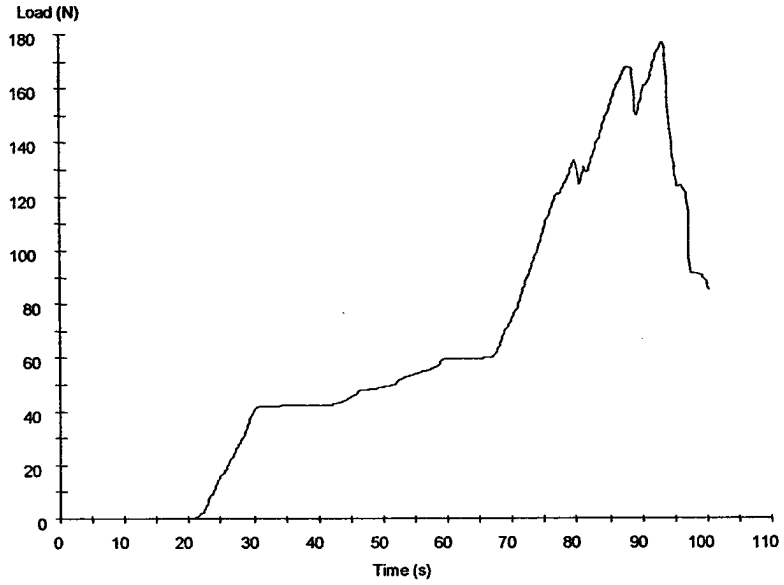
[1]

Sample ID: 570850-4.mss
Specimen Number: 1



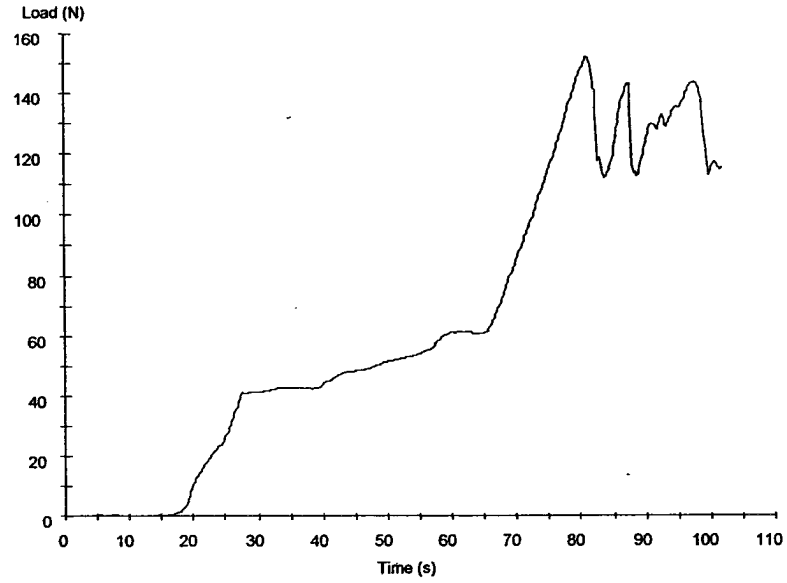
[1]

Sample ID: 570850-5.mss
Specimen Number: 1



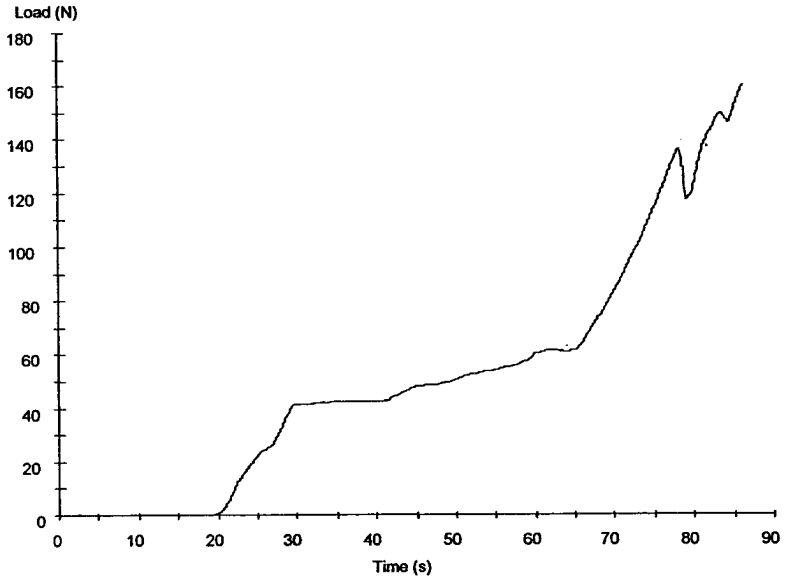
[1]

Sample ID: 570850-6.mss
Specimen Number: 1



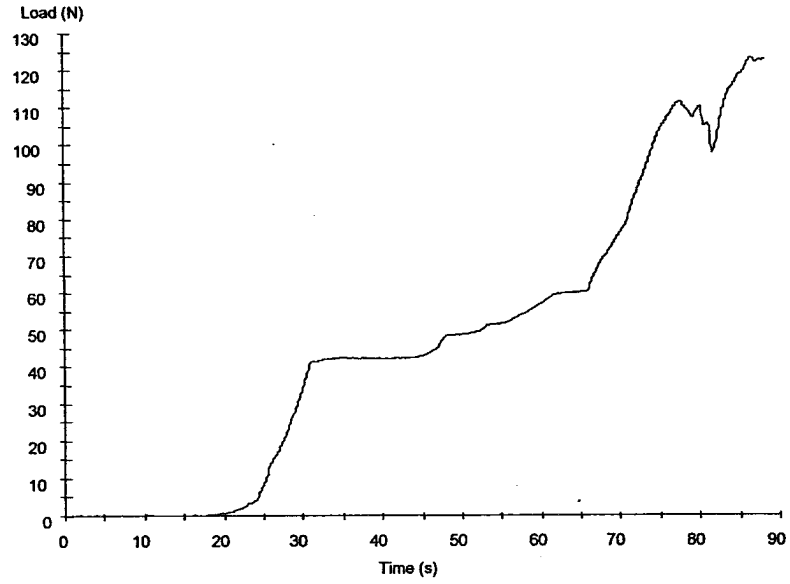
[1]

Sample ID: 570850-7.mss
Specimen Number: 1



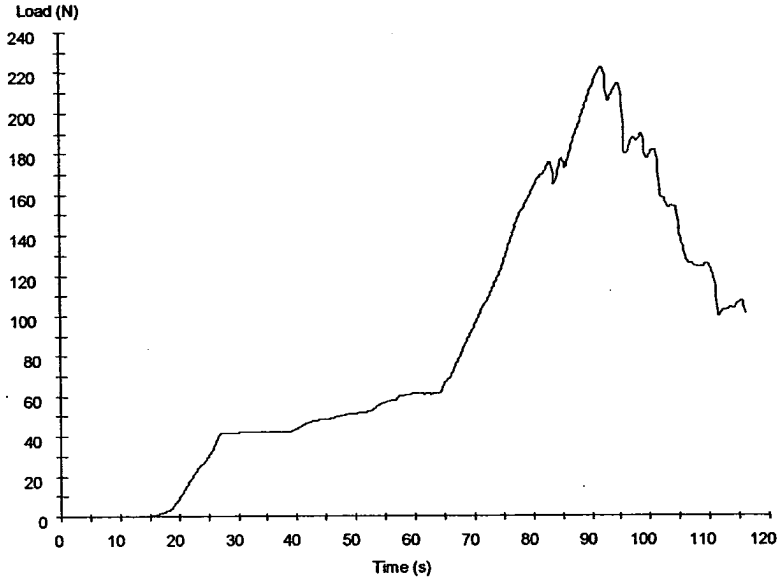
[1]

Sample ID: 570850-8.mss
Specimen Number: 1



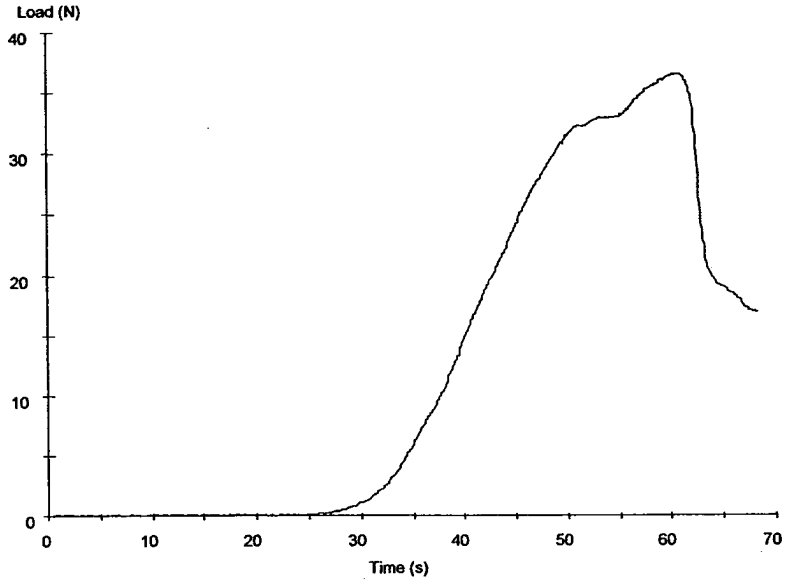
[1]

Sample ID: 570850-9.mss
Specimen Number: 1



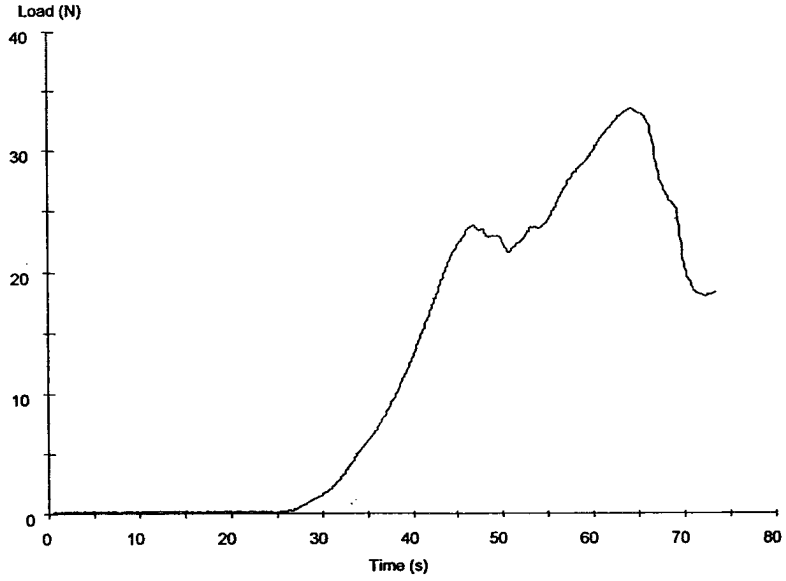
[1]

Sample ID: 570851-1.mss
Specimen Number: 1



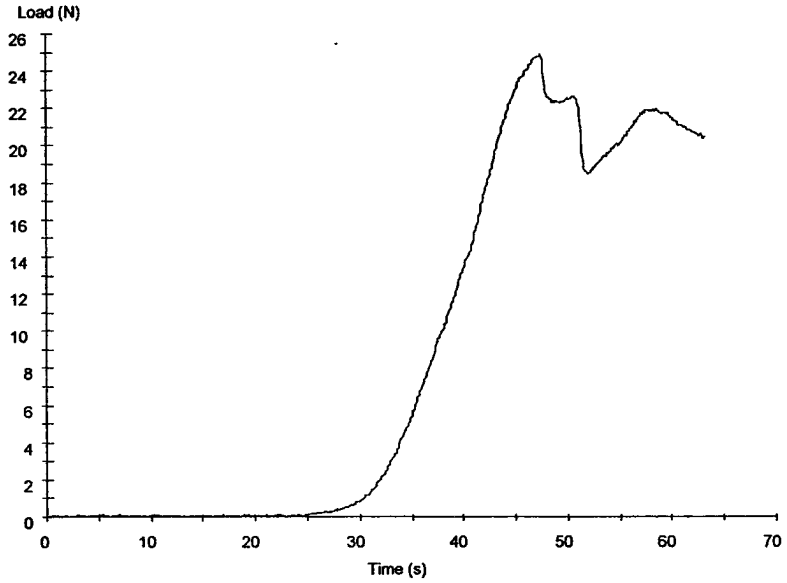
[1]

Sample ID: 570851-2.mss
Specimen Number: 1



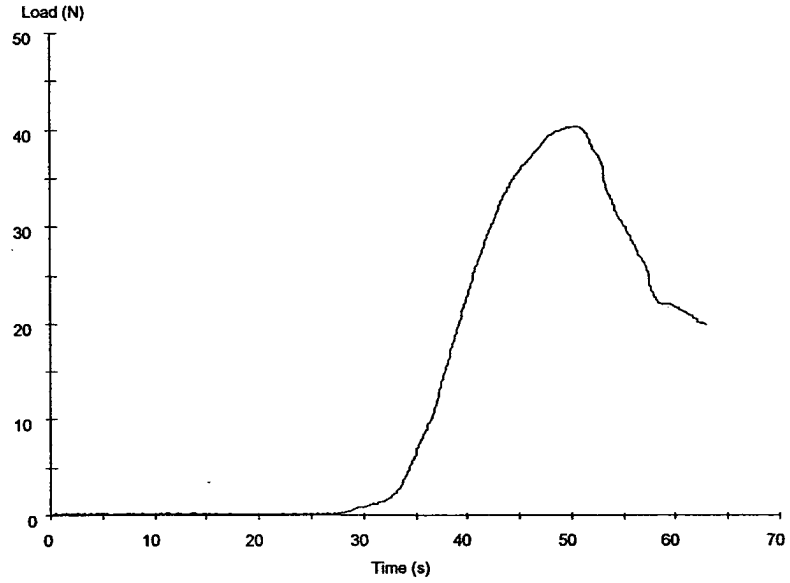
[1]

Sample ID: 570851-3.mss
Specimen Number: 1



[1]

Sample ID: 570851-4.mss
Specimen Number: 1



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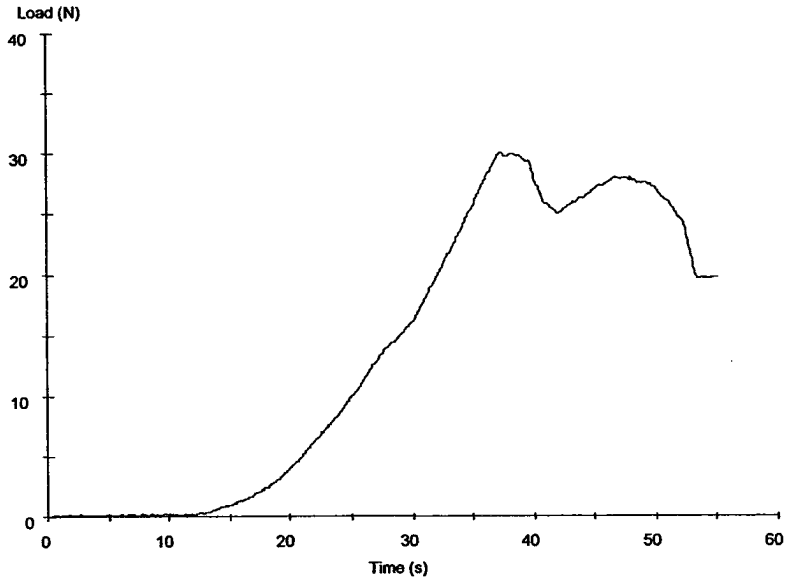
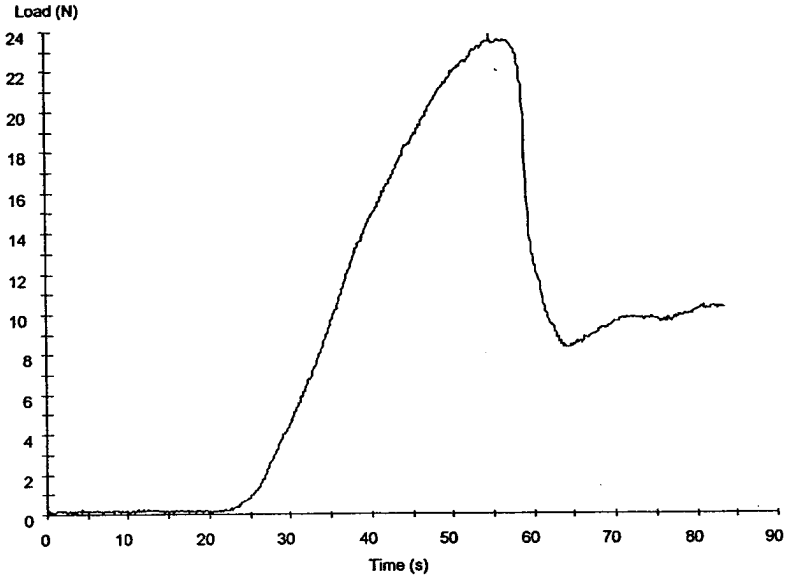
Sample ID: 570851-5.mss
Specimen Number: 1



[1]

Sample ID: 570852-1.mss
Specimen Number: 1



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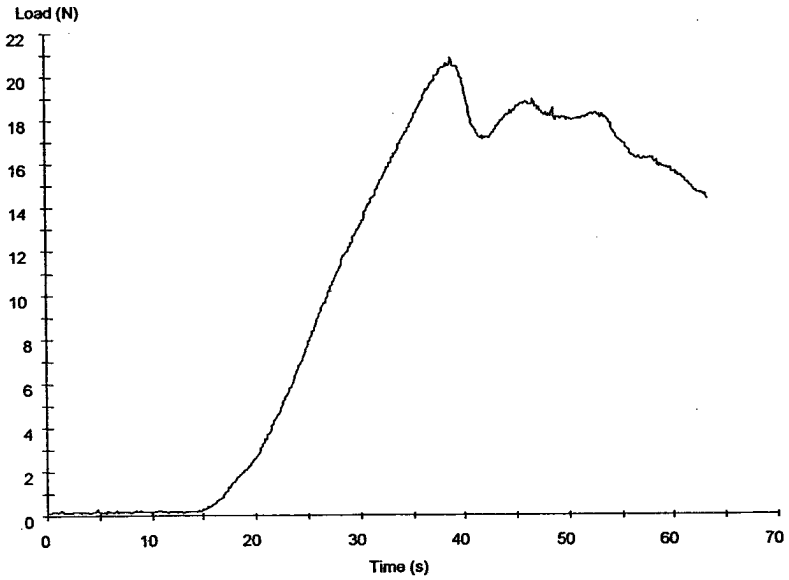
Sample ID: 570852-2.mss
Specimen Number: 1



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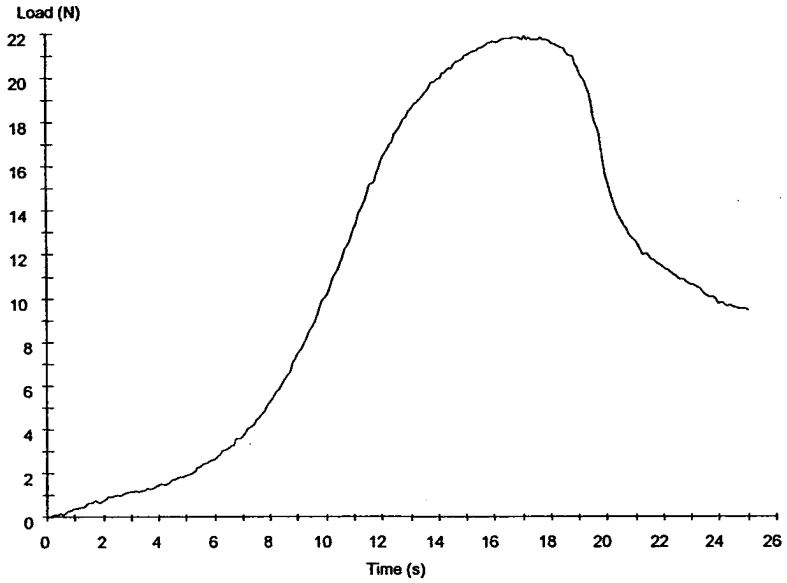
Sample ID: 570852-3.mss
Specimen Number: 1



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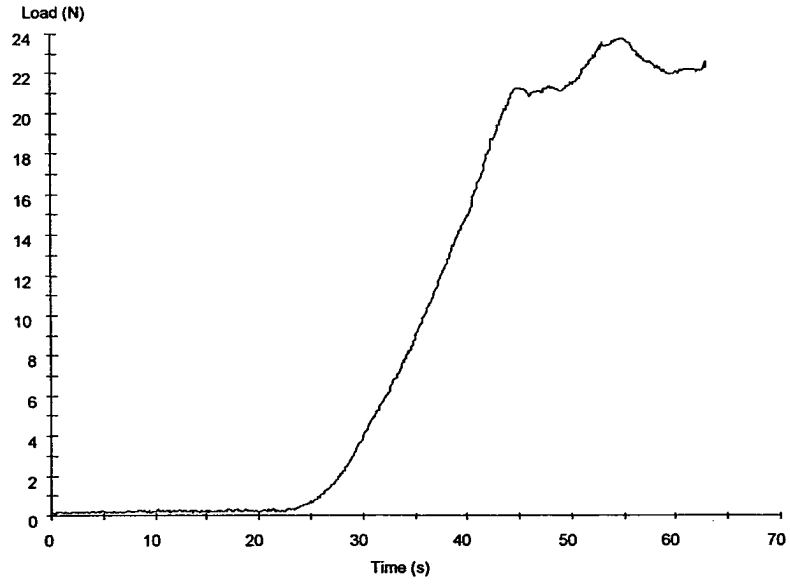
Sample ID: 570852-4.mss
Specimen Number: 1



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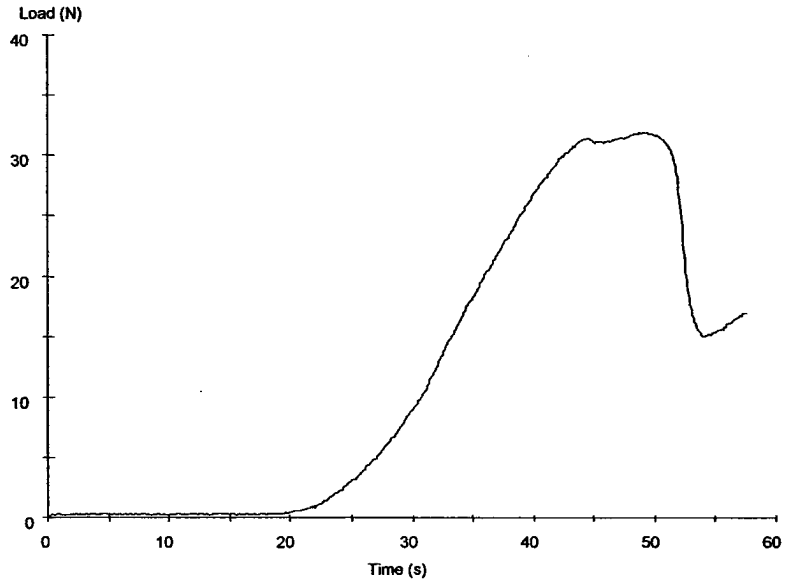
Sample ID: 570852-5.mss
Specimen Number: 1



Disintegration Results Summary
Six Day Dessication
Chemir #570849, #570850, #570851, and #570852

"Dentemp O.S. D-085; 06199; Received 6 each" (Chemir #570849)

Specimen	Intial Wt. (g)	Final Wt. (g)	Percent Mass Loss	Ave. % Mass Loss
570849.1	0.8172	0.6896	15.6%	
570849.2	0.8783	0.7770	11.5%	
570849.3	1.2428	1.1345	8.7%	
570849.4	1.0738	0.9266	13.7%	
570849.5	0.9300	0.8153	12.3%	12.4%

"Refilit D-088; 07019; Received 6 each" (Chemir #570850)

Specimen	Intial Wt. (g)	Final Wt. (g)	Percent Mass Loss	Ave. % Mass Loss
570850.1	1.0693	0.9428	11.8%	
570850.2	1.7494	1.6045	8.3%	
570850.3	1.3217	1.1984	9.3%	
570850.4	1.7582	1.5818	10.0%	
570850.5	1.7198	1.5643	9.0%	9.7%

"DenTek Lost Filling Loose Crown Repair; 3 Doses; Lot-09-06; Received 3 each" (Chemir #570851)

Specimen	Intial Wt. (g)	Final Wt. (g)	Percent Mass Loss	Ave. % Mass Loss
570851.1	1.2488	1.1650	6.7%	
570851.2	1.0457	0.9908	5.3%	
570851.3	1.3554	1.2624	6.9%	
570851.4	1.2269	1.1769	4.1%	
570851.5	1.3528	1.3012	3.8%	5.3%

"DenTek Maximum Hold Lost Filling Repair; 3 Doses; Lot-621301; Received 3 each" (Chemir #570852)

Specimen	Intial Wt. (g)	Final Wt. (g)	Percent Mass Loss	Ave. % Mass Loss
570852.1	1.2714	1.2250	3.6%	
570852.2	1.3289	1.1629	12.5%	
570852.3	1.3054	1.1709	10.3%	
570852.4	1.2747	1.2068	5.3%	
570852.5	1.3238	1.1780	11.0%	8.6%

CHART 2

Majestic Drug Company
Chemir Job #65206
05/14/07 AC

Results Summary
Adhesive Strength
Chemir #570849 and #570851

"Dentemp O.S. D-085; 06199; Received 6 each" (Chemir #570849)

Specimen	Diameter	Adhesive Force (N)	Adhesive Strength (MPa)	Ave. Adhesive Strength
570849.1	4.22	2.50	0.18	
570849.2	4.22	2.92	0.21	
570849.3	4.22	4.70	0.34	0.24

"DenTek Lost Filling Loose Crown Repair; 3 Doses; Lot-09-06; Received 3 each" (Chemir #570851)

Specimen	Diameter	Adhesive Force (N)	Adhesive Strength (MPa)	Ave. Adhesive Strength
570851.1	4.22	0.60	0.04	
570851.2	4.22	0.86	0.06	
570851.3	4.22	1.29	0.09	
570851.4	4.22	1.02	0.07	0.07

CHART 3

Majestic Drug Company
Chemir Job #65206
05/23/07 AC

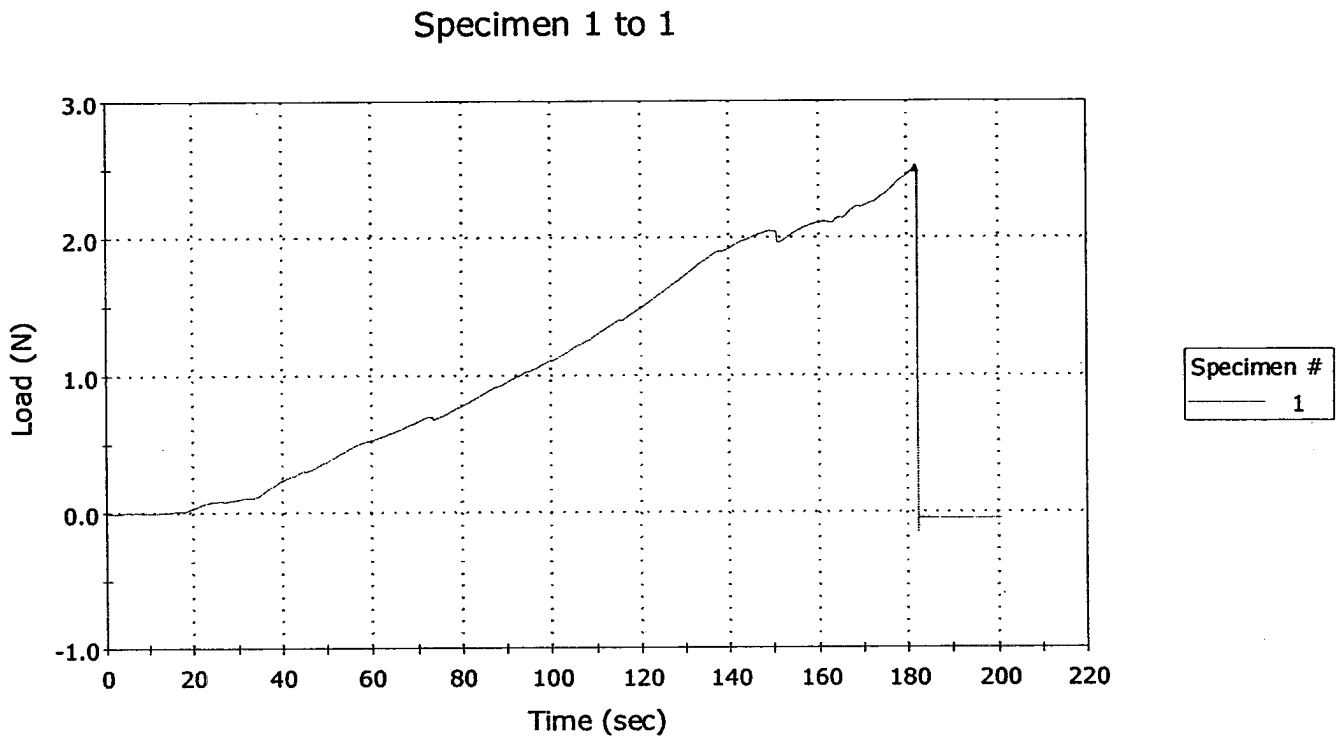
Method description

Profile:
1. Extension: 0.5 mm/min until adhesion failure

End of Test:
1. 3 mm

Results:
1. Maximum Load

Tensile Profiles



Sample file name: 65206-Adhesive Strength-570849-052207.is_tcyclic

Results Table

	Maximum Load (N)	Comments
1	2.50	Number 1
Maximum	2.50	
Mean	2.50	
Standard Deviation	-----	
%RSD	-----	

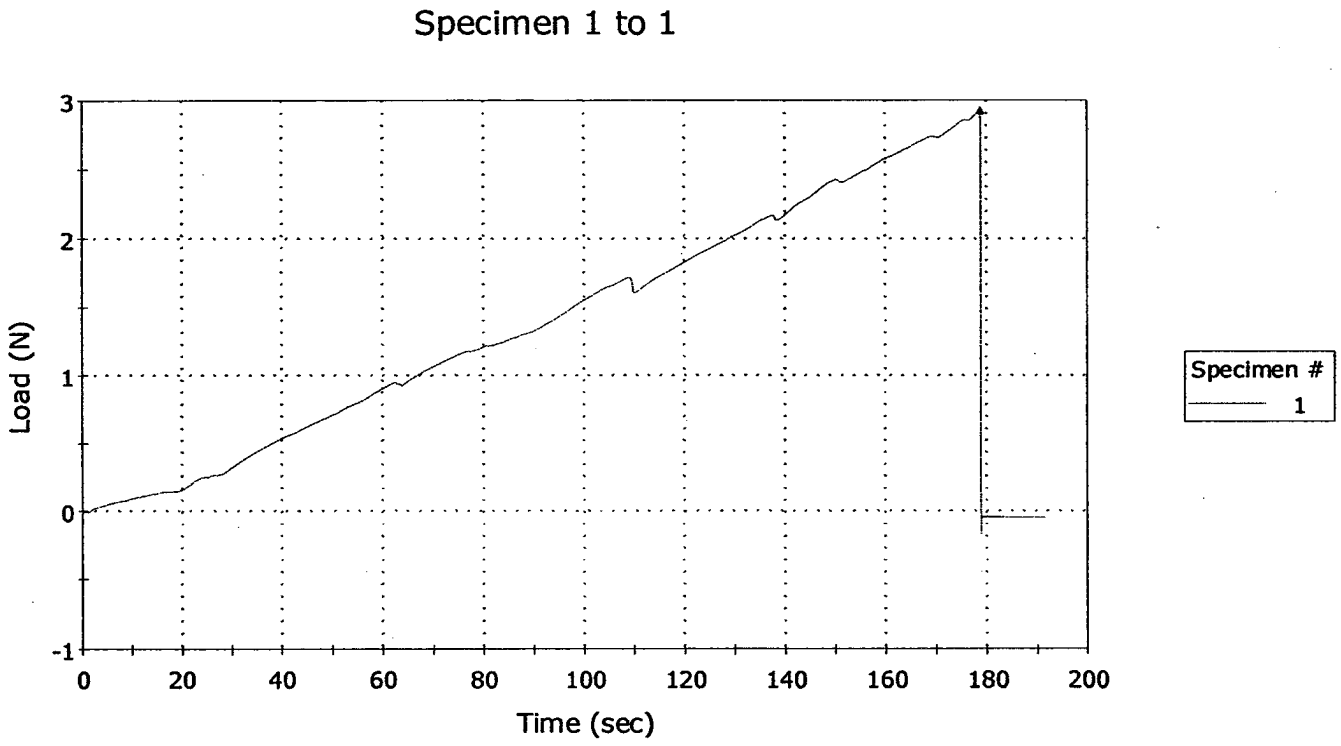
Method description

Profile:
1. Extension: 0.5 mm/min until adhesion failure

End of Test:
1. 3 mm

Results:
1. Maximum Load

Tensile Profiles



Sample file name: 65206-Adhesive Strength-570849-052207_1.is_tcyclic

Results Table

	Maximum Load	Comment
	2.92	Number 1
Maximum	2.92	
Mean	2.92	
Standard Deviation	-----	
%RSD	-----	

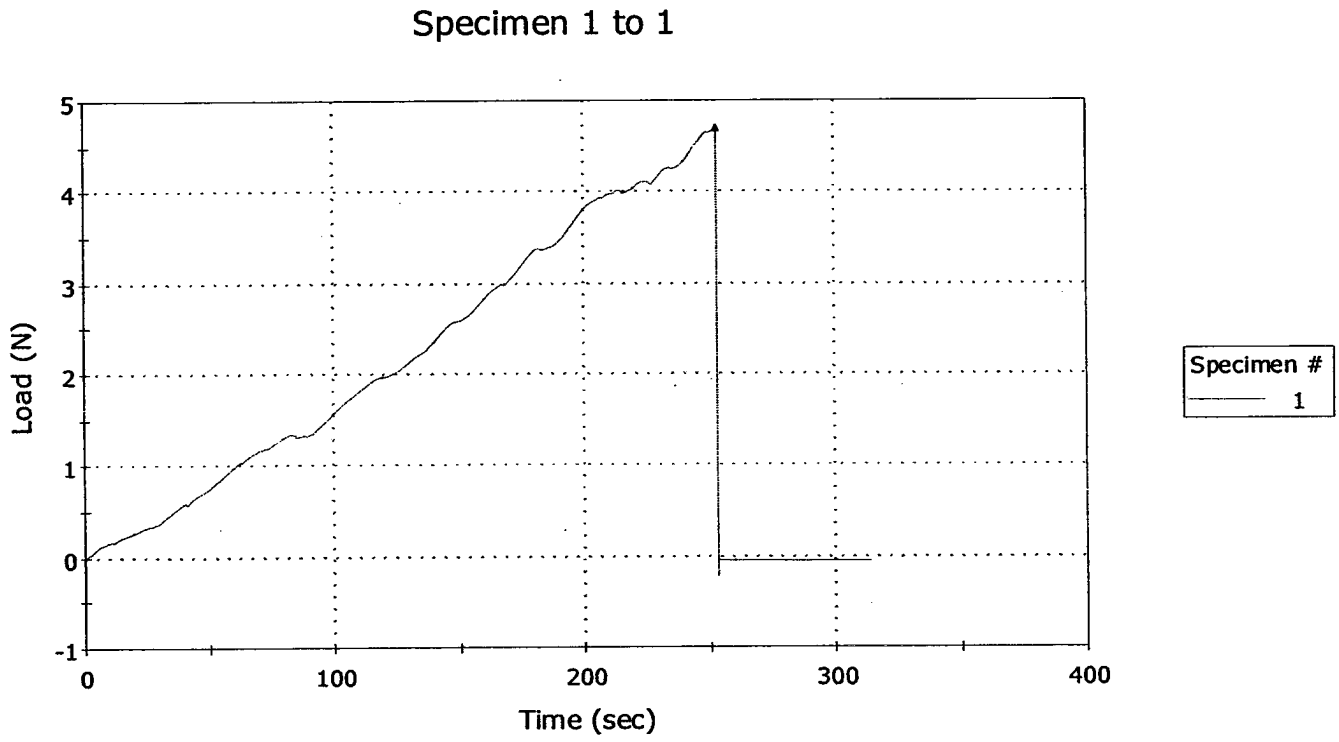
Method description

Profile:
1. Extension: 0.5 mm/min until adhesion failure

End of Test:
1. 3 mm

Results:
1. Maximum Load

Tensile Profiles



Sample file name: 65206-Adhesive Strength-570849-052207_2.is_tcyclic

Results Table

	Maximum Load (N)	Comment
	4.70	Number 1
	4.70	
	4.70	

Chemir Analytical Services

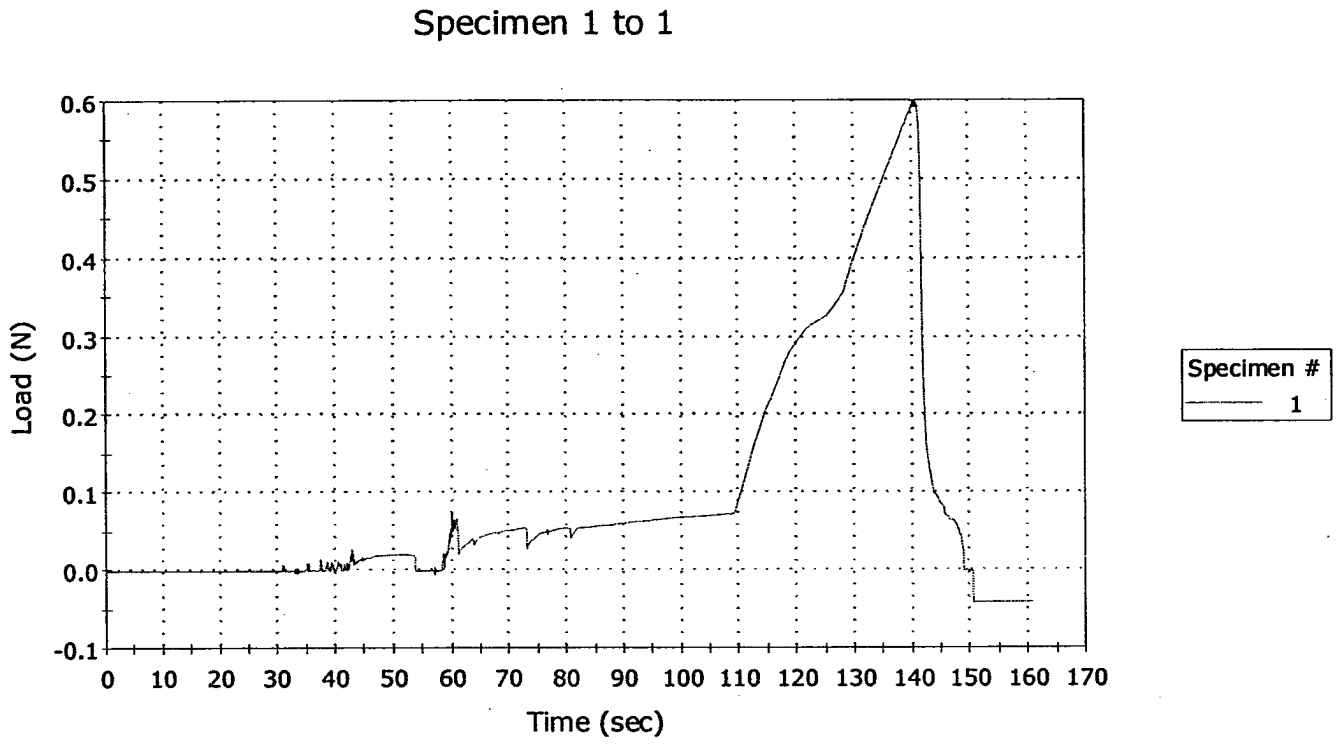
Method description

Profile:
1. Extension: 0.5 mm/min until adhesion failure

End of Test:
1. 3 mm

Results:
1. Maximum Load

Tensile Profiles



Sample file name: 65206-Adhesive Strength-570851-052307_1.is_tcyclic

Results Table

	Maximum Load N	Comment
	0.60	Number 1
Maximum	0.60	
Mean	0.60	
Standard Deviation	-----	
%RSD	-----	

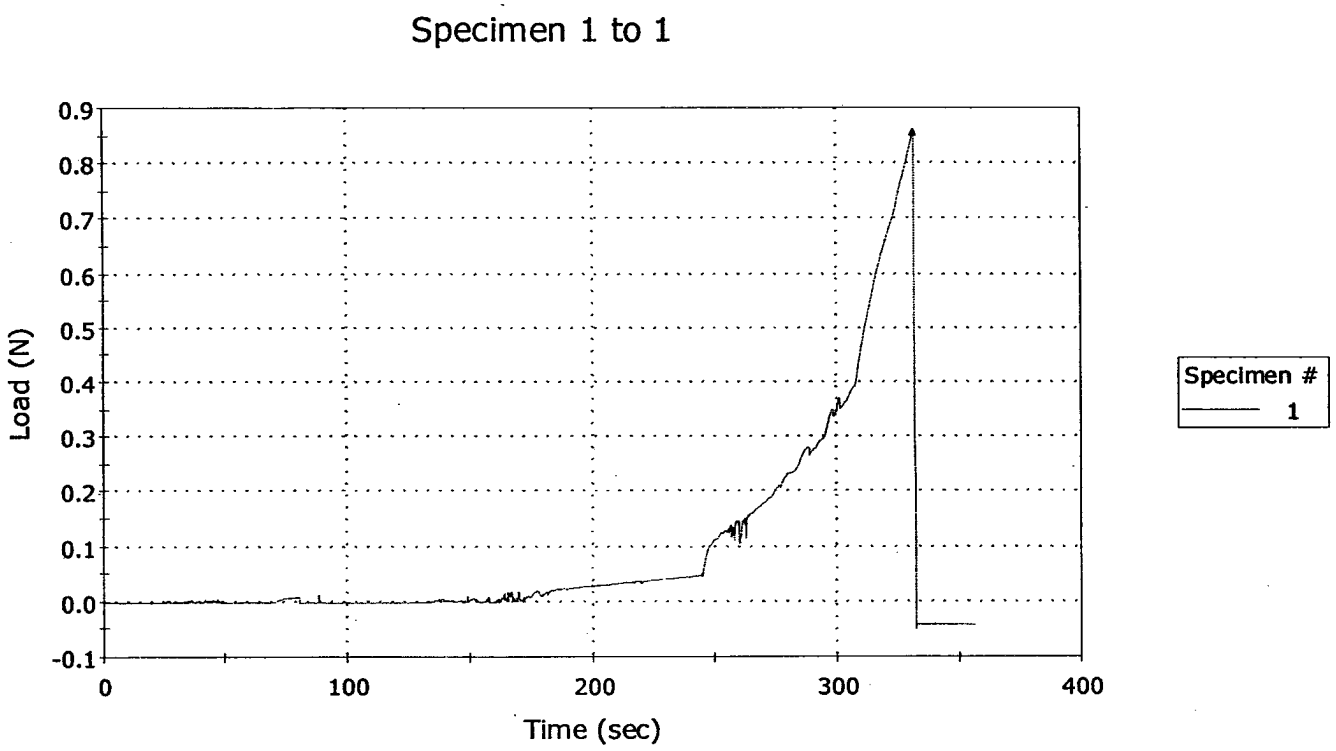
Method description

Profile:
1. Extension: 0.5 mm/min until adhesion failure

End of Test:
1. 3 mm

Results:
1. Maximum Load

Tensile Profiles



Sample file name: 65206-Adhesive Strength-570851-052307-2.is_tcyclic

Results Table

	Maximum Load (N)	Comment
	0.86	Number 1
Maximum	0.86	
Mean	0.86	
Standard Deviation	-----	
%RSD	-----	

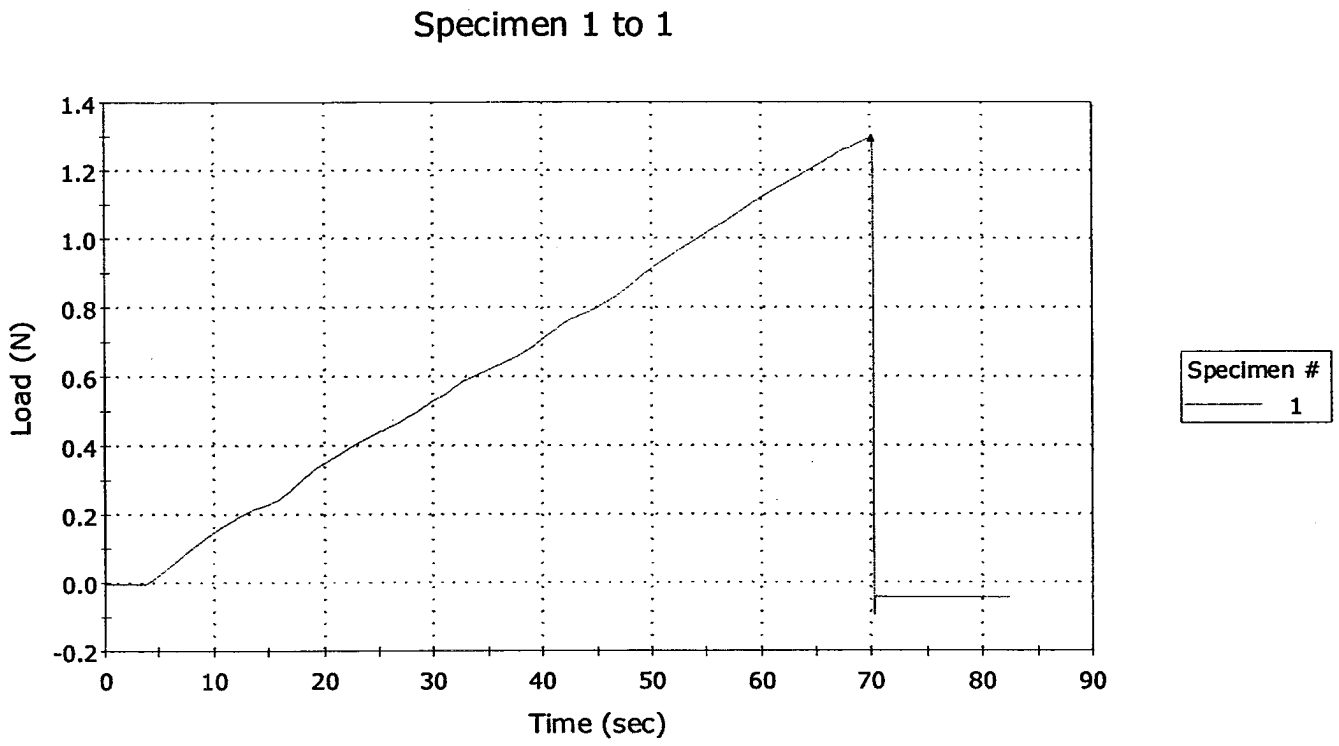
Method description

Profile:
1. Extension: 0.5 mm/min until adhesion failure

End of Test:
1. 3 mm

Results:
1. Maximum Load

Tensile Profiles



Sample file name: 65206-Adhesive Strength-570851-052307-3.is_tcyclic

Results Table

	Maximum Load (N)	Comment
	1.29	Number 1
Maximum	1.29	
Mean	1.29	
Standard Deviation	-----	
%RSD	-----	

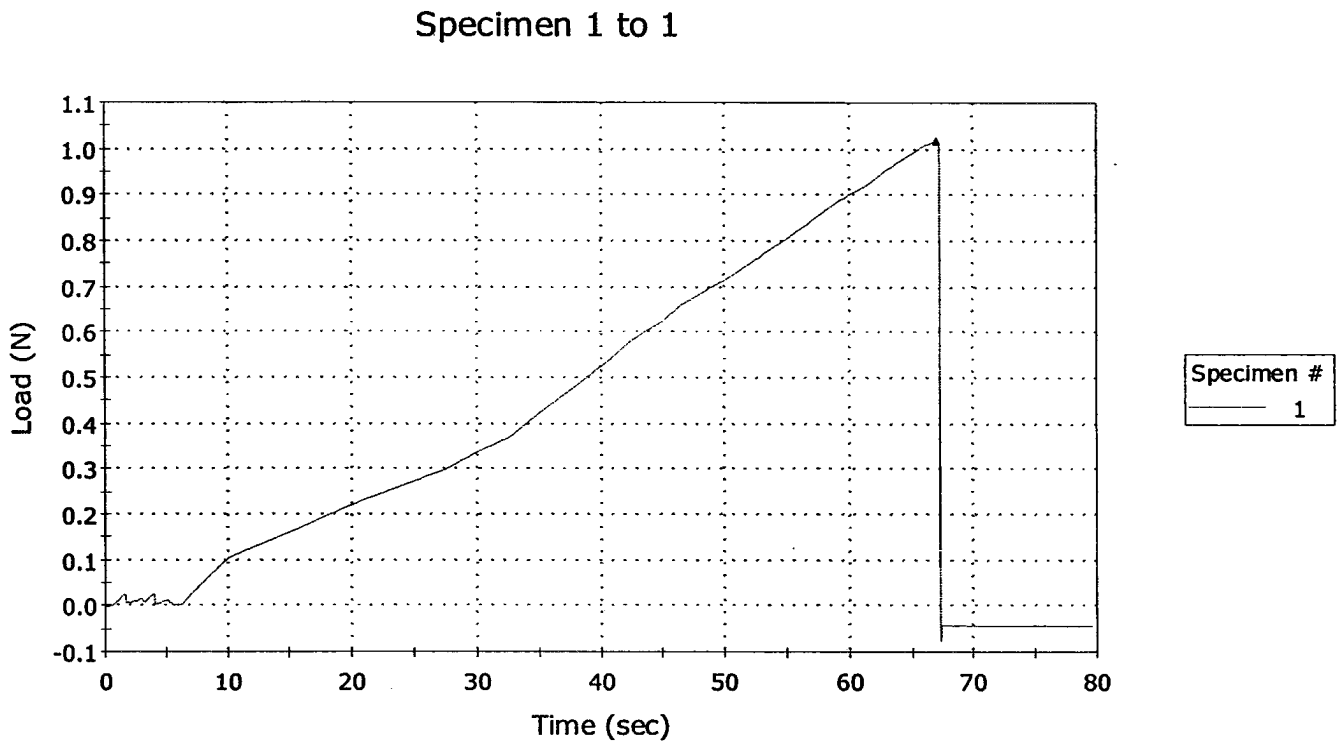
Method description

Profile:
1. Extension: 0.5 mm/min until adhesion failure

End of Test:
1. 3 mm

Results:
1. Maximum Load

Tensile Profiles



Sample file name: 65206-Adhesive Strength-570851-052307-4.is_tcyclic

Results Table

	Maximum Load	Comment
	1.02	Number 1
Maximum	1.02	
Mean	1.02	
Standard Deviation	-----	
%RSD	-----	

TERMS & CONDITIONS

SERVICES

1. Client acknowledges that Chemir Analytical Services, Inc. and/or its affiliates (together, "Chemir") performs analysis and testing services (the "Services") only as specified in writing by Client. Chemir does not design, warrant, supervise or monitor compliance of products or services except as specifically agreed to in writing prior to the performance of the Services. Client acknowledges that, by their very nature, the Services are limited in scope and subject to expected measurement variability.

2. Samples and portions thereof not destroyed in the performance of the Services remain the property of the Client, are retained a maximum of 30 days, and thereafter may be disposed of or returned to Client, at Client's expense.

3. Unless otherwise specified therein in writing, nothing contained in any report issued by Chemir shall be deemed to imply or mean that Chemir conducts any quality control program for the Client to whom the report is issued.

4. Reports issued by Chemir are for the exclusive use of the Client to whom they are addressed. Reports and the name Chemir, or its seals or insignias, are not to be used by or on behalf of Client under any circumstances for any purpose whatsoever, including but not limited to use in advertising, publicity material or in any other manner without Chemir's prior written approval.

5. Reports issued by Chemir apply only to the standards or procedures identified therein and to the sample(s) tested.

6. Chemir shall retain copies of reports for a period of five years, after which such reports will be destroyed.

7. Unless specified in a report in writing, the analysis and testing results are not indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products.

8. Deformulation analysis of commercial products is provided for informational purposes only. Chemir strongly recommends review of state and federal laws, trademarks, copyrights and patent situations by the Client prior to use of such information.

9. Chemir reserves the right to subcontract Services to other laboratories. If subcontracting is necessary, samples will be sent only to laboratories meeting Chemir's qualification requirements.

LIABILITY

1. Chemir is not an insurer or a guarantor. Chemir represents that the Services shall be performed within the limits mutually agreed to, in writing, and in a manner consistent with the level of care and skill ordinarily exercised by providers of similar services under similar circumstances. No other representations or warranties, express or implied, are included or intended in this agreement, or in any report, opinion or document related to the Services provided hereunder.

2. For the safety of Chemir's personnel, Client must advise Chemir if samples are known or suspected to contain hazardous substances. Material Safety Data Sheets must be provided if available.

3. Client understands and agrees that Chemir, in entering into this Contract and by performing Services , does not assume, abridge, abrogate or undertake to discharge any duty or responsibility of Client to any other party or parties. No one other than Client shall have any right to rely on any report issued by Chemir. Client agrees, in consideration of Chemir undertaking to perform the Services hereunder, to protect, defend, indemnify, save harmless and exonerate Chemir from any and all claims, damages, including lost profits, expenses, including attorney's fees, either direct or consequential, for any and all injuries to persons, including the personnel of Chemir, or property arising out of or in consequence of the performance of the Services and/or the performance of the samples tested hereunder.

4. Client agrees that if Chemir should be found liable for any losses or damages attributable to the Services in any respect, Chemir's liability shall in no event exceed the amount of the fee paid by Client for such Services and Client's sole remedy at law or in equity shall be the right to recover up to such amount. Client acknowledges and agrees that in no event will Chemir be liable for consequential or incidental damages or expenses, including, but not limited to lost profits.

5. Whenever performance by either party is delayed or prevented by war, insurrection, fire or other casualty, strikes or embargoes, shortage of transportation facilities or any other similar or dissimilar causes, beyond the control of such party, such delay or prevention shall be excused and the time of performance hereunder extended for the duration of the causative factor.

PAYMENT

1. Client agrees to pay all invoices within 15 days of invoice date.

2. In the event that payment is not received within 15 days of invoice date, Client agrees to pay a late payment charge on the unpaid balance equal to 1-1/2% per month.

3. All costs associated with compliance with any subpoena(s) for documents, testimony in court of law, or for any other purpose relating to Services performed by Chemir for Client, shall be paid by Client. Client shall also pay Chemir's then existing standard fees for consulting, deposition and trial testimony and all expenses related thereto.

MISCELLANEOUS

1. This agreement and any and all claims and disputes hereunder or related thereto shall be governed by the internal laws of the State of Missouri. Chemir and Client agree that exclusive jurisdiction and venue for any and all such claims and disputes shall be in St. Louis County, Missouri.

2. In the event that Chemir prevails in any dispute or claim, Client agrees that Client will pay any and all expenses, including attorney's fees, reasonably incurred in the prosecution or defense of such claim or dispute.

3. The terms and conditions contained herein, together with Chemir's quotation and offer of Services to Client, and Client's acceptance of such offer, shall constitute the entire agreement between Chemir and Client. Any conflicting terms contained in any order or acceptance submitted by Client shall be null and void.

CERTIFICATE OF SERVICE

I certify that on June 25, 2007, I served a true and correct copy of the Plaintiff's Memorandum of Law Support of Majestic Drug Co.'s Motion for Preliminary Injunction, Notice of Motion for Preliminary Injunction and the Declarations of Larry Fishman and Eric Uffman, PH.D. with exhibits attached thereto, to be served by Federal Express upon:

DenTek Oral Care, Inc..
Attn: John Jansheski, CEO
307 Excellence Way
Maryville, TN 37801

Keeli Boyce
DenTek Oral Care, Inc.
307 Excellence Way
Maryville, TN 37801

Dated: New York, New York
June 25, 2007

Maxine V. Lothian